

ITEL AUG 5 1985 -1 15 PM
INTERSTATE COMMERCE COMMISSION

July 12, 1985

55 Francisco Street
San Francisco, California 94133
(415) 984-4000

Honorable James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Rail Corporation for filing and recordation under the Lease Agreement dated as of June 21, 1978 between Itel Corporation, Intermodal Division and American Rail Heritage, Ltd. d/b/a Crab Orchard and Egyptian Railroad which was filed with the I.C.C. on December 22, 1978 and given I.C.C. Recordation No. 9936, four counterparts of the following document:

Amendment No. 11 dated June 28, 1985 to the Lease Agreement dated June 21, 1978 between Itel Corporation, Intermodal Division and Crab Orchard and Egyptian Railroad.

The names and addresses of the parties to the aforementioned are:

1. American Rail Heritage, Ltd. d/b/a Crab Orchard and Egyptian Railroad
514 North Market Street
Marion, Illinois 62959
2. Itel Rail Corporation
55 Francisco, 5th Floor
San Francisco, California 94133

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this document.

Sincerely,

Denise M. Bottarini

Denise M. Bottarini
Senior Legal Assistant

DMB/wf
encl.

cc: Howard Chabner
Robert S. Clark
J. Michael Kelly, Esq.
Virginia Hanger

No. 5-217A043
Date AUG 5 1985
Fee \$ 10.00
ICC Washington, D.C.

ICC OFFICE OF
THE SECRETARY
AUG 5 1 09 PM '85
MOTOR OPERATING UNIT

this one should be 9936-M

John Hunsell

Denise M. Bottarini

8/5/85

Interstate Commerce Commission
Washington, D.C. 20423

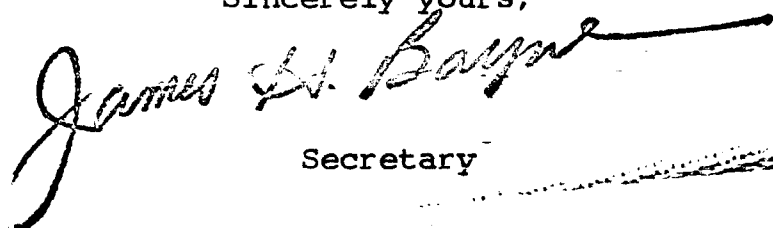
OFFICE OF THE SECRETARY

Denise M. Bottarini
Senior Legal Assistant
Itel Rail Corporation
55 Francisco, 5th fl.
San Francisco, Calif. 94133

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/15/85 at 1:15pm and assigned re-recording number(s). 9936-M & 14545-A

Sincerely yours,


Secretary

Enclosure(s)

06/11/85

RECORDATION NO. 9936 *Em*
Filed 1425

AUG 5 1985 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 11

THIS AMENDMENT NO. 11 (the "Amendment") to that certain Lease Agreement (the "Lease") made as of June 21, 1978 between Itel Corporation, Rail Intermodal Division and American Rail Heritage, Ltd. d/b/a CRAB ORCHARD AND EGYPTIAN RAILROAD ("Lessee") is made this 28th day of June, 1985 by and between ITEL RAIL CORPORATION, as successor in interest to Itel Corporation, Intermodal Division ("Lessor"), and Lessee.

R E C I T A L S:

- A. Lessor has leased to Lessee one hundred four (104) Flatcars bearing reporting marks within the series COER 100000-100099 and COER 250000-250099 (the "Car(s)").
- B. The Cars bearing the reporting marks COER 250001 and COER 250077 were destroyed on April 16, 1984 and June 1, 1984, respectively.
- C. Twenty-two (22) Cars from among the Cars bearing reporting marks within the series COER 250004-250074 and listed on Schedule No. 1 of Exhibit A attached hereto ("BFJR Cars") are no longer subject to the Assignment Agreement dated February 16, 1983 (the "BFJR Assignment Agreement") between Lessee and Brillion and Forest Junction Railroad Company ("BFJR") because BFJR is no longer in business.
- D. Lessor and Lessee agree to add twenty-seven (27) Cars to the Assignment Agreement dated June 27, 1984 (the "WSOR Assignment Agreement") between Lessee and Wisconsin & Southern Railroad Company ("WSOR") and to place such Cars into an assignment pool on WSOR's lines to improve the utilization of and revenue from the Cars.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Lease as follows:

- 1. All terms defined in the Lease shall have their defined meanings when used in this Amendment.
- 2. Equipment Schedule No. 7.A. to the Lease is hereby deleted in its entirety and replaced by Equipment Schedule No. 7.B., attached hereto.
- 3. The BFJR Cars have been removed from the BFJR Assignment Agreement and are no longer subject to the terms and conditions set forth in Amendment No. 6 and Amendment No. 7 to the Lease.

4. A. Lessor and Lessee agree that five (5) Cars bearing reporting marks within the series COER 100008-100028 and the BFJR Cars, listed on Schedule No. 1 of Exhibit A attached hereto, (collectively defined as the "27 Flatcars") shall be placed into an assignment pool on the WSOR's railroad lines in order to improve the utilization of and revenue from the 27 Flatcars.
- B. (i) For the purposes of paragraph 13 of the Lease, Lessor hereby grants Lessee full power and authority to enter into, in the name of Lessee, Amendment No. 1 to the WSOR Assignment Agreement (the "WSOR Amendment") precisely in the form of Exhibit A attached hereto. Under said WSOR Amendment, Lessee shall be empowered to place the 27 Flatcars in the possession of WSOR and WSOR shall have the right to utilize the 27 Flatcars in interline revenue service under Lessee's reporting marks. During the term of the WSOR Assignment Agreement, the 27 Flatcars shall be subject to the terms and conditions of the WSOR Assignment Agreement. Lessee shall take appropriate action to terminate the WSOR Assignment Agreement and the WSOR Amendment on the date of the next termination opportunity as provided in the WSOR Assignment Agreement upon receiving written instructions ("Instructions") from Lessor to do so.
- (ii) Pursuant to the WSOR Assignment Agreement and the WSOR Amendment, if Lessor does not issue Instructions to Lessee within thirty (30) days after the expiration or termination date of the WSOR Assignment Agreement and the WSOR Amendment (the "Ending Date"), Lessor shall pay to Lessee, with respect to each of the 27 Flatcars located on WSOR's railroad properties, if any, an amount equal to one dollar (\$1.00) per Flatcar per day ("Penalty"). The Penalty shall commence on the thirty-first (31st) day after the Ending Date ("Penalty Date"). Commencing at 12:01 a.m. on the Penalty Date, each of the 27 Flatcars shall be per diem and mileage free to WSOR through and including the hour such Flatcar is interchanged off of WSOR's lines.
- C. With respect to the 27 Flatcars, commencing with the Compliance Date (as hereinafter defined) through and including the Ending Date, Section 6 of the Lease shall be amended by the substitution of the number "100%" in lieu of the number "92%" each time that it appears. Immediately after the Ending Date, the number "92%" shall be reinstated in Section 6 of the Lease as it originally appears with respect to the 27 Flatcars. The Compliance Date, with respect to each of the 27 Flatcars, shall be the date such Flatcar is interchanged empty to WSOR.

5. With respect to any of the 27 Flatcars, nothing contained herein shall (i) be deemed to constitute a waiver or otherwise modify, affect or impair any sums due to Lessor or Lessee under the terms and conditions of the Lease for any period of time prior to the Compliance Date or after the Ending Date, or (ii) be deemed to constitute a waiver or otherwise modify, affect or impair the powers, rights, or remedies vested in or available to Lessor or Lessee under the terms and conditions of the Lease with regard to any period prior to the Compliance Date or after the Ending Date.
6. Except as expressly modified by this Amendment, all terms and conditions of the Lease shall remain in full force and effect.
7. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAIL CORPORATION

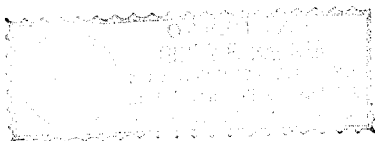
By: *DP Hayes*
Title: President
Date: June 20, 1985

AMERICAN RAIL HERITAGE, LTD.
d/b/a CRAB ORCHARD AND
EGYPTIAN RAILROAD

By: *Robert S. [Signature]*
Title: Exec. V.P.
Date: 7-8-85

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 20th day of June, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 11 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Birney E. Hanger
Notary Public

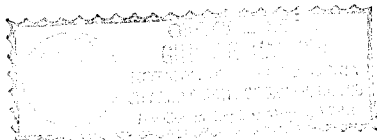
STATE OF Illinois)
) ss:
COUNTY OF Williamson

On this 8th day of July, 1985, before me personally appeared Desmond J. Hayes, to me personally known, who being by me duly sworn says that such person is Exec. V.P. of American Heritage, Ltd. d/b/a Crab Orchard and Egyptian Railroad, that the foregoing Amendment No. 11 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathy Crane
Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 28th day of June, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedule No. 7.B. was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Birney E. Hanger
Notary Public

STATE OF Illinois)
) ss:
COUNTY OF Williamson

On this 8th day of July, 1985, before me personally appeared Desmond P. Hayes, to me personally known, who being by me duly sworn says that such person is Exec. V.P. of American Heritage, Ltd. d/b/a Crab Orchard and Egyptian Railroad, that the foregoing Equipment Schedule No. 7.B. was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathy Leone
Notary Public

06/11/85

EXHIBIT A
AMENDMENT NO. 1
TO ASSIGNMENT AGREEMENT

THIS AMENDMENT NO. 1 (the "Amendment") to that certain Assignment Agreement made as of June 27, 1984 ("Assignment Agreement") between **AMERICAN RAIL HERITAGE, LTD. d/b/a CRAB ORCHARD AND EGYPTIAN RAILROAD COMPANY ("COER")** and **WISCONSIN & SOUTHERN RAILROAD COMPANY ("WSOR")** is made as of the ____ day of _____, 1985 by and between COER and WSOR.

R E C I T A L S:

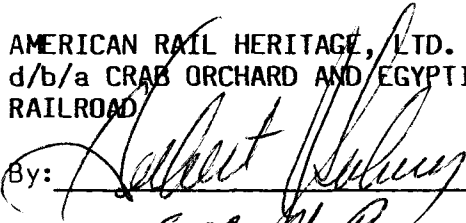
- A. COER has supplied WSOR with seventy-five (75) 89'4" dual purpose flatcars bearing reporting marks within the series COER 100000-100099 ("Flatcars") and WSOR placed the Flatcars into an assignment pool on WSOR's railroad line.
- B. COER shall supply WSOR with twenty-seven (27) additional cars to be placed into an assignment pool on WSOR's railroad lines.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Assignment Agreement as follows:

- 1. All terms defined in the Assignment Agreement shall have the meanings defined therein when used in this Agreement.
- 2. Five (5) flatcars bearing reporting marks within the series COER 100008-100028 and twenty-two (22) flatcars bearing reporting marks within the series COER 250004-250074 (the "27 Flatcars"), listed on Schedule No. 1 attached hereto, shall be added to the Assignment Agreement. Each of the 27 Flatcars shall be included in the definition of "Flatcars" and shall become subject to the Assignment Agreement on the date such Flatcar is interchanged empty to WSOR.
- 3. The first sentence of the third paragraph of the Assignment Agreement shall not apply to the 27 Flatcars.
- 4. Except as expressly modified by this Amendment, all terms and conditions of the Assignment Agreement shall remain in full force and effect.

5. This Amendment may be executed by the parties hereto in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

AMERICAN RAIL HERITAGE, LTD.
d/b/a CRAB ORCHARD AND EGYPTIAN
RAILROAD

By: 

Title: Exec. V.P.

Date: 7-8-85

WISCONSIN AND SOUTHERN
RAILROAD COMPANY

By: _____

Title: _____

Date: _____

SCHEDULE NO. 1

COER 100008
COER 100011
COER 100019
COER 100025
COER 100028

COER 250004
COER 250008
COER 250011
COER 250017
COER 250019
COER 250022
COER 250027
COER 250032
COER 250033
COER 250034
COER 250035
COER 250037
COER 250039
COER 250044
COER 250052
COER 250054
COER 250055
COER 250063
COER 250065
COER 250067
COER 250073
COER 250074